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Intermountain Mobile Service

AGREEMENT TO PROVIDE SERVICES

This agreement defines the association of Intermountain Mobile Service Inc (IMS) and CITY OF ELGIN, for the purpose of providing a random selection program and/or drug and alcohol collection and/or screening.

The terms of the agreement are as follows:

SERVICES PROVIDED

IMS agrees to provide the following services:

1. Appointments or walk-ins are available for specimen collection and/or alcohol test performance at the IMS facility or mobile service to the site of your choice (an additional fee will be generated). Hours are between 8:00 AM and 5:00 PM, Monday through Friday. Services available outside of those hours may generate an additional fee.
2. Random Pool operation and administration is for DOT (Department of Transportation) and NonDOT testing. If your name or employees names are selected for random testing and you do not report in a timely manner, you will be notified in writing and by phone if necessary. For DOT clients, if a response is not received, DOT will be notified and you will be dropped from the random pool.
3. On-site (mobile) service for post-accident, reasonable suspicion and multiple collections will generate a reasonable mobile service fee.
4. 24-hour service for post-accident, reasonable suspicion collections or alcohol testing is available, with an after-hours service fee.
5. Urine specimen collections for drug testing will be performed by qualified trained personnel. IMS assures that:
    a. All collections will be performed in compliance with Federal Regulations 49 CFR part 40.
    b. No unauthorized individual will be allowed in the collection site area where urine specimens are collected and stored.
    c. Only authorized collectors will handle specimens prior to being sealed in mailers.
    d. An authorized collector will monitor and supervise the collection process of only one urine donor at a time, to include the entire process until the donor has departed or returned to a waiting area.
    e. Precautions will be taken to ensure that specimens are not adulterated or diluted during the collection and that the data on the specimen bottle and the custody and control form identifies the specimen donor.
    f. The collector will contact the designated employer representative for direction when a donor fails to arrive for a collection within a reasonable time.
    g. The collector will inform the employer if the donor is unable to provide an adequate specimen within reasonable time or in any way refuses to cooperate with the collection process.
    h. When a specimen is required to be collected from a donor needing medical attention (normally post-accident testing), necessary medical treatment shall not be delayed for collection purposes.
6. Specimens will be sent to MedTox Laboratories or referred to a certified lab of the employer's choice for testing or confirmation.

7. DOT drug test results will be interpreted at D.R.S., Dr. Neil J. Dash, or the MRO of the employer's choice. NonDOT results will be interpreted at employers request at an additional cost.
8. Alcohol testing shall be performed only by Certified Breath Alcohol Technicians with an Evidential Breath Testing Device approved by the Department of Transportation.
9. Test results shall be transmitted by phone, fax or email only to the designated official(s) of the company. A hard copy of the report shall be mailed.

COMPENSATION:
CITY OF ELGIN agrees to compensate Intermountain Mobile Service for services performed under this agreement at the standard rate. IMS will submit invoices at time of service to CITY OF ELGIN. Payment is due within 15 days of the invoice date. A Finance Charge of 1.75% per month will be assessed on accounts over 45 days. Random fees must be received **within 30 days** of the notification date, to stay in compliance with Federal Regulations.

TERM OF AGREEMENT:
The term of this agreement is one year, effective with the date of this document. This agreement is automatically renewed unless notification of cancellation is provided in writing 30 days in advance. Either party may terminate the agreement for any reason by providing notification. If agreement is terminated there will be no obligation by either party to the other except for fees that are due and payable by CITY OF ELGIN for services previously rendered by IMS, and any applicable reports owed to Intermountain Mobile Service, Inc and generated by IMS. The laws of the State of Oregon shall govern any dispute arising out of this agreement.

INDEMNIFICATION/HOLD HARMLESS:
CITY OF ELGIN agrees to indemnify and hold harmless IMS from any liability arising from the testing and evaluation process, except to the extent that such liability arises from the negligence of IMS.

AMENDMENT:
This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

ACCEPTANCE OF TERMS:
If these terms are acceptable to you, please acknowledge your agreement in the space provided below and return an executed original signature page to Intermountain Mobile Service, retaining the other original for your files. This signed agreement can be used as proof of membership in a DOT approved random program for one year from IMS signature date.

	CITY OF ELGIN	**INTERMOUNTAIN MOBILE SERVICE INC**
By:	Brent Ehlers	DeAnn Shipman
Title:	Administrator	CEO
Date:	13 June 2018	August 31, 2017